



DIVISION OF FISH AND WILDLIFE - MOSQUITO CONTROL SECTION

FEBRUARY 25, 2015

ISSUED BY: THOMAS J. MORAN
FISH AND WILDLIFE REGIONAL MANAGER
(302) 836-2555

SUBJECT: **AWARD NOTICE - Addendum #2 Effective March 17, 2016**
CONTRACT # NAT14789-AIRPLANE
Airplane Spraying for the Department of Natural Resources and Environmental
Control - Mosquito Control Section

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KEY CONTRACT INFORMATION

1. CONTRACT PERIOD

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Each vendor's contract shall be valid for one (1) year from **March 17, 2014 through March 16, 2015**. Each contract may be renewed for three (3) additional one (1) year contract periods through negotiation between the Contractor and Department of Natural Resources and Environmental Control - Mosquito Control Section. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

Contract has been extended for one year through March 16, 2016 with no price adjustments.

Contract has been extended for one year through March 16, 2017 with no price adjustments.

2. VENDOR

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ALLEN CHORMAN & SON, INC.

30475 East Mill Run, Milton, DE 19968;
Phone: (302) 684-2770 or (302) 349-5055
Email: chorspray@aol.com and/or chormanj@aol.com

Contact: Allen and/or Jeff Chorman
Fax: (302) 684-2766 or (302) 349-4469

3. SHIPPING TERMS

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F.O.B. destination; freight pre-paid.

4. DELIVERY AND PICKUP

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As required.

5. PRICING

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Prices will remain firm for the initial term of the contract.

ITEM	APPROXIMATE AIR SPRAYING QUANTITY	PRICE / ACRE
1	8,000-10,000 ACRES USING 24 oz. PER ACRE CONCENTRATE OR DILUTED LIQUID LARVICIDE	\$ 5.60
2	25,000 ACRES WITH 1 QT. PER ACRE CONCENTRATE OR DILUTED LIQUID LARVICIDE	\$ 5.80
3	5,000 ACRES WITH 5 LBS. PER ACRE GRANULAR LARVICIDE	\$ 11.00
4	5,000 ACRES WITH 7.5 LBS. PER ACRE GRANULAR LARVICIDE	\$ 11.50
5	5,000 ACRES WITH 10 LBS. PER ACRE GRANULAR LARVICIDE	\$ 12.00
6	2,500 ACRES WITH 15 LBS. PER ACRE GRANULAR LARVICIDE	\$ 14.00
7	25,000 ACRES WITH 0.5-4.0 OZ. PER ACRE CONCENTRATE OR DILUTED LIQUID ADULTICIDE APPLIED AT 300 FT. SWATHS	\$ 2.50
8	25,000 ACRES WITH 0.5-4.0 OZ. PER ACRE CONCENTRATE OR DILUTED LIQUID ADULTICIDE APPLIED AT 600 FT. SWATHS	\$ 1.85
9	25,000 ACRES WITH 0.5-4.0 OZ. PER ACRE CONCENTRATE OR DILUTED LIQUID ADULTICIDE APPLIED AT LEAST 1000 FT. SWATHS (using rotary atomizing nozzles)	\$ 1.80

ADDITIONAL TERMS AND CONDITIONS

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6. BILLING

The successful vendor is required to bill the Department of Natural Resources and Environmental Control, Mosquito Control Section, 89 Kings Highway, Dover, DE 19901. Such billing shall be submitted at least once a month and reflect unpaid, billable acreage sprayed within the previous month or since the last bill submission. These bills shall be based on the unit price offered for materials applied.

7. PAYMENT

The Agency will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs, or conditions.

8. PRODUCT SUBSTITUTION

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Department of Natural Resources and Environmental Control - Mosquito Control Section to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

9. ORDERING PROCEDURE

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. The ordering agency will place their orders by written purchase order, telephone, fax, or online systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs, or conditions.

10. REQUIREMENTS

This contract is issued to cover the Airplane Spraying requirements for the Department of Natural Resources and Environmental Control - Mosquito Control Section.

11. HOLD HARMLESS

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

12. NON-PERFORMANCE

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

13. FORCE MAJEURE

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

14. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings, and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings, and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the State cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency must then formally contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

15. PENALTY CLAUSE

If the Contractor, due to his own reasons or fault, shall neglect, fail, or refuse to provide the number of aircraft specified herein within the hours requested, then the contractor shall forfeit to or pay the Department as liquidated damages for breach of contract, the sum of one (1) percent of the total bid price for each incident.

16. VENDOR RESPONSIBILITIES AND REQUIREMENTS

To be compliant with the terms of the contract, the awarded vendor must supply a Performance Bond for an amount no less than \$251,250.00 for the categories awarded. The Performance Bond must be received before any work shall be completed for this contract.

All technical specifications associated with the awarded categories for mosquito control can be reviewed within the bid solicitation's Scope of Services.